

REMARKS

Claim 18 had been amended to change “if” to “when” as requested by the Examiner. It should now be in allowable condition.

The Examiner notes that there is no abstract in the case but this case is a reissue of USP 6,079,496 which issued with an abstract so no abstract is missing from the case.

The current amendment takes into account the two formal amendments that were filed in 2007 to correct claim 7 where the underlining to the last line was omitted and the parenthetical expression after the claim number was incorrect. It should have said then “currently amended” and it now correctly states “previously amended” and the last line is in the claim 7 and is no longer underlined. Accordingly, the prior informality issues have now all been corrected.

Claims 3, 18, 25-31 and 33 have been objected to but indicated allowable. Claims 3, 18, 25, 29 and 31 have been amended to address either formal issues, claim 18, or dependency issues, the remaining claims so that all these claims are now allowable.

Claim 1, 6 and 20 are rejected as anticipated under Section 102(b) by Angel USP 3,013,612. The Examiner points to FIG. 1. The member that lands on the seat is claimed to be 24 in Angel. The operation of a valve 25 in Angel is only when there is no ball 24 present. If the casing sticks going into the hole, drilling mud is pumped through passage 23 and orifice 41 until 46 lands on 46a to allow pressure to build on 18 to compress the spring 17. The downward movement of 18 opens ports 25 to allow circulation to try to unstuck the casing. When the casing is at the desired location, ball 24 is landed and the fluid valve 35 that normally is only used to allow fluid into the casing as it is initially inserted is blown out so that the flapper seat 29 can contact seat 30a to aid the cementing process. However, after ball 24 is on the seat of sleeve 34 nothing happens except the breaking of shear pins 37 so that ports 25 are not operative because seal 19 prevents any flow around ball 24 when the shear pins 37 are intact.

Claims 1 and 6 define a first and second position of the seat assembly. In the first position the member is on the seat and the passage is obstructed. In the second position the member is still on the seat but there is flow around the obstructed passage. There is no recitation in claim 1 of the seat and member being blown out and there is a specific recitation of separation in claim 6 with increased pressure on failure to obtain the second position. Claim 6 is consistent with claim 1 in that the second position still has the object on the seat.

In Angel with ball 24 on its seat there is no flow around ball 24 possible while ball 24 is on the seat. While spring 17 may regulate the movement of 18 with ball 24 landed, there is no access to flow to ports 25 because seals 19 and ball 24 isolate them until shear pins 37 break and sleeve 34 and ball 24 are blown out. Angel has no second position with a member on the seat where flow around the seated member is possible in the operating range of the regulation device of spring 17.

Claim 20 has common language to claims 1 and 6. Allowance of claims 1, 6 and 20 as originally issued is requested.

Claim 21 is also rejected as anticipated by Angel. Claim 21 has been amended to define a through passage and a bypass passage that is selectively operative with the through passage obstructed by an object to allow flow around the object on the seat. As explained above with regard to claim 1, Angel has no second position with ball 24 in position. Its bypass passage 25 is inoperative with ball 24 seated. All it can do is blow out the ball and the seat from the through passage and the second position is defined in the claim as having a seated object. Compressing spring 17 with ball 24 seated just results in a separation of assembly 35 with no flow through passage 25. This claim is not anticipated by Angel. Similar amendments made to claim 22 should yield the same result as claim 21, allowance.

Claim 35 which is rejected as obvious over Angel has had the same amendment as claim 21 and is therefore also in allowable condition.

Allowance of all the claims is respectfully requested.

Respectfully submitted,

01/14/2009

/Gary R. Maze/
Gary R. Maze
Reg. No. 42,851
Duane Morris LLP
3200 Southwest Freeway Suite 3150
Houston, TX 77027
Tel.: 713.402.3900
Fax: 713.402.3901